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Title: **Hartford Public Schools State Board of Trustees and Hartford Federation of Teachers, American Federation of Teachers (AFT), AFL-CIO, Local 1018 (2002) (MOA)**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE STATE BOARD OF TRUSTEES
FOR THE HARTFORD PUBLIC SCHOOLS**

AND

**THE HARTFORD FEDERATION OF TEACHERS
LOCAL NO. 1018, AFT, AFL-CIO**

JULY 1, 2002 - JUNE 30, 2005

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High School Rep.

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AGREEMENT made and entered into by and between the
STATE BOARD OF TRUSTEES FOR THE HARTFORD PUBLIC SCHOOLS
(Hereinafter referred to as the "Board") and the

HARTFORD FEDERATION OF TEACHERS, LOCAL NO. 1018,
AMERICAN FEDERATION OF TEACHERS, AFL-CIO
(Hereinafter referred to as the "Union").

WHEREAS, Connecticut General Statutes, Sections 10-153a through 10-153j, and Special Act 97-4 recognize the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between boards of education and teacher organizations; and

WHEREAS, in a special referendum conducted among the certified personnel of the Hartford Public Schools a majority of those voting selected as their sole representative the Hartford Federation of Teachers, and it thereby became the exclusive collective bargaining representative for all teachers in the unit; and

WHEREAS, the Board and its designated representatives have met with representatives of the Union including meetings appropriately related to the budget-making processes, and fully considered and discussed with them, as representatives of the teachers in the bargaining unit: salary schedules, working conditions, personnel policies and other conditions relative to employment, effective from July 1, 2002 to June 30, 2005, it is agreed as follows:

ARTICLE I - UNION RECOGNITION

- A. The Board recognizes the Hartford Federation of Teachers, Local 1018, Connecticut Federation of Educational and Professional Employees (CFEPE), American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative of all those employees in the teachers' bargaining unit as defined by Connecticut law for the purpose of collective bargaining.
- B. Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with an immediate supervisor or (2) processing a grievance in his/her own behalf as an individual in accordance with the grievance procedure contained herein.

ARTICLE II - BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the provisions of Special Act 97-4, including but not limited to the Strategic Plan and the 48 Recommendations of the Connecticut Commissioner of Education; to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean:

1. a complaint by an employee, a group of employees similarly situated or affected, or by the Union that there has been a misinterpretation, misapplication or violation of the rights conferred by the specific provisions of this Agreement.

Grievances filed by the Union shall be brought in the name of the Union signed by the head building representative where the complaint is confined to one school, and signed by the President of the Union where the complaint involves more than one school. Such grievances shall be processed at all steps using testimony of affected individual(s) whether or not they are named grievants.

B. Procedures

Step 1: Informal Procedure

An employee and a Union representative (if the employee so desires) shall first discuss the problem with the school official or administrator (principal, coordinator, supervisor, director, Assistant Superintendent of Schools) against whom he/she is aggrieved.

The Union shall have the right to be present at all grievance conferences and/or hearings from the time the grievance is presented in written form. The Administration agrees to notify the Union of the time and place of any conference or hearing on any written grievance.

Step 2: Involved Superior

If in the opinion of the employee the matter is not satisfactorily adjusted within five (5) school days after said problem has been discussed with the involved superior, the employee shall submit or mail it in writing within five (5) school days thereafter, to the involved superior, above, for a satisfactory adjustment.

If the employee does not file a written grievance with the school official or administrator (principal, coordinator, supervisor, director, Assistant Superintendent of Schools) against whom he/she is aggrieved within twenty (20) school days after the teacher(s) knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

Step 3: Superintendent

Failing satisfactory settlement within five (5) school days after the problem has been received in writing by the involved superior, the aggrieved employee may, within five (5) school days, appeal in writing to the Superintendent or his/her designated representative. The written grievance shall set forth specifically the act or condition on which the grievance was based and the grounds for the appeal.

If the employee does not file a written grievance with the Superintendent or his/her designated representative within five (5) school days after the problem has been received in writing by the involved superior, then the grievance shall be waived.

The Superintendent or the Superintendent's representative shall meet with the employee and a Union representative within ten (10) school days of the receipt by him/her of such appeal and shall render a written decision to the employee and the Union within fifteen (15) school days of such meeting.

Step 4: Arbitration.

1. In the event a grievance involving the application or interpretation of the specific provisions of this Agreement has not been settled under the procedures set forth above, the Union may submit such grievance to the American Arbitration Association for arbitration, in accordance with its administrative procedures, practices and rules. Whether or not previously indicated at earlier steps, the provision(s) of the Agreement which are involved shall be identified in the submission.
2. Notice of intention to submit to arbitration under Subsection 1. above must be in writing and addressed to the Director of Human Resources. Submission to the American Arbitration Association must be made not later than ten (10) school days following date of receipt of the decision of the Superintendent under Step 3 above or the expiration of the time limits for making such decision, whichever shall first occur.
3. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall be bound by and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the decision is found to be contrary to law. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
4. In lieu of submitting grievances to the American Arbitration Association for arbitration the parties may by mutual agreement submit grievances to a single arbitrator mutually selected by them.

C. General Provisions

1. Any grievance not presented for disposition through the grievance procedure within twenty (20) school days of the date when the grievant knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement.
2. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered as a withdrawal of the grievance. The time limits specified at any step may be extended in a particular instance by agreement between the Superintendent and the Union.
3. Failure at any level to render a decision within the time specified above shall permit the grievant to proceed to the next step.
4. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with instruction of students. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. The grievant or grievants shall be excused one (1) hour prior to the commencement of the proceeding, and witnesses shall be excused thirty (30) minutes prior to the commencement of the hearing. Persons proper to be present for the purposes of this section are defined as an aggrieved teacher or teachers, their appropriate Union representatives and qualified witnesses.
5. Grievances arising from the action of an administrator other than the immediate supervisor will be initiated with the Superintendent or the Superintendent's designated representative, as set forth in B.2. above.
6. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.
7.
 - a. A Union representative shall be permitted to investigate and process grievances when otherwise free from teaching or duty assignments. In no case shall the Union Representative interfere with normal classroom procedures of others.
 - b. In schools where there is no Union representative, a teacher shall be appointed by the Union as building representative. The President of the Union shall notify the principal and teachers of the building of the name of the appointee.

8. a. The Board shall permit the President of the Union or the President's designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to terms and conditions of this Agreement.
- b. Permission to visit schools shall not be unduly withheld. If conferences with teachers or other bargaining unit members are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the teacher.
9. After the last day of school and prior to the beginning of the next school year, the word "days" shall mean weekdays excluding legal holidays, Saturdays and Sundays.

D. No Work Stoppage

The Union and the Board agree that any difference between the parties on matters relating to the Agreement shall be settled by the means herein provided. The Union in accordance with Connecticut law, will not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee represented hereunder.

ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL

- A. The Board recognizes that it has a continuing obligation under law to negotiate with the Union over actions which effect, affect or impact the wages, hours and terms and conditions of employment of members of the teachers' bargaining unit.
- B. The Board shall provide to the Union a copy of its policy manual, regulation handbook for principals and central administrators and all amendments thereto.

ARTICLE V - SALARIES

- A. Teachers shall be paid in accordance with the salary schedule set forth in Appendix A annexed hereto and made a part hereof.
- B. Teachers shall be paid bi-weekly (every other Friday), in equal installments. Teachers may select to be paid on a 22 pay plan or a 26 pay plan. Any teacher wishing to change his/her payment plan must notify the Payroll Office on or before July 1st of each school year. Teachers paid under Appendix D of this Agreement for Summer School, Extra Pay for Extra Duty, will either receive in writing clear notification of hours worked from the Payroll Department for specific duties (e.g. Power Hour, class coverage, loss of preparation time, etc.) or have such notification clearly delineated in their pay stubs.

- C. The salary schedule listed in the Agreement shall be interpreted and applied in accordance with the following:

1. Bachelors: A Baccalaureate Degree awarded by an accredited college or university.
2. Masters: A Masters Degree awarded by an accredited college or university.
3. MA + 15: 15 college credits beyond the MA Degree.
4. 6th Year: A Sixth Year Certificate awarded by an accredited college or university or the equivalent of a Sixth Year Degree in college credits.
5. MA + 45: 45 college credits beyond the MA Degree.
6. MA + 60: 60 college credits beyond the MA Degree.
7. MA + 75: 75 college credits beyond the MA Degree.
8. Doctorate/MA + 90: A Ph.D. awarded by an accredited college or university. The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D. or Ed.D. degree awarded by an accredited college or university.
9. All educational professional in the bargaining unit, who currently have valid certification from the National Board of Teacher Certification, and those teachers who receive such certification during the life of this Agreement, shall receive a one-time payment of \$750.

- D. The initial salary of a full-time teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion for the following experience:

1. Public, private, or collegiate full-time successful teaching experience under appointment.
2. Long-term substitute temporary teacher experience in Hartford.
3. Military service (active duty) to a maximum of four years.

4. Peace Corps, Teacher Corps, Americorps and Vista service to a maximum of two years.
 5. Up to three years of relevant private sector experience.
 6. In an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hires or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage.
- E. All upgrades of teacher salary based upon additional educational attainment as set forth in Article V.C. shall be made pursuant to a course of study, or an individual course, previously approved by the Superintendent or his or her designee, in his or her sole discretion. Decisions about the approval of a course of study shall be final and irreversible, and shall not be subject to the grievance procedure. Administrator certification may qualify an individual teacher for an upgrade provided the course of study, or individual course, is previously approved by the Superintendent or his or her designee, in his or her sole discretion.

When a teacher has completed the course-credit requirements necessary to be upgraded to a higher degree salary schedule, he/she shall inform the administrator in charge of upgrading certified employees. Teachers may be upgraded to a new degree schedule at the beginning of the school year only. Teachers must notify the administrator in charge of upgrading certified employees by June 15th of the preceding school year. In order to obtain the degree change, such teachers must provide the administrator with an official transcript verifying the degree status before August 1st. Degree status change will not occur without the submission of such verification and the late submission of such verification will cause degree change to take place at the next year.

ARTICLE VI - FRINGE BENEFITS

A. Health Insurance

The following coverage shall apply to all bargaining unit members. Participating employees shall contribute the following percentages towards their annual premiums for individual or family coverage during the life of this Agreement:

2002-2003	6%
2003-2004	7%
2004-2005	8%

The Board shall pay the remainder of the cost of the annual premium for individual and family coverage. Employee deductions shall be made pursuant to a Section 125 Trust.

The following health insurance coverage shall be offered during the life of this Agreement, subject to the procedures in Article VI (I).

1. The Hartford Board of Education Split Funded, Modified Century Preferred Blue Cross/Blue Shield Health Plan For Certified Teachers.
2. The self-insured BlueCare Prescription Drug program; unlimited benefits; no co-pay mail order generic or brand; \$3 co-pay retail pharmacy generic; \$6 co-pay retail pharmacy brand name.
3. Blue Cross Full-Service Dental Plan with over 19 dependent rider and riders A, B, C and D.
4. Retired members and their survivors, who retired before July 1, 1999 and were in the health insurance plan before July 1, 1999, shall have access to group rates for all established benefits.

Members who retired after June 30, 1999 and before July 1, 2002, who were in the health insurance plan before July 1, 2002, and who received retirement benefits or a disability allowance through the State of Connecticut Teacher's Retirement Board after June 30, 1999 and before July 1, 2002, as well as the members' spouses and survivors, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the member, spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

In addition, members who perform twenty years or more of service to Hartford Public Schools, and take retirement or disability benefits pursuant to Connecticut General Statutes Section 10-183f(a) from Hartford Public Schools after June 30, 2002, as well as the member's spouse, shall have access to the health benefit plan

or plans offered to active members at established group rates for such plans if the spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

5. In lieu of the hospital and medical coverage provided in this Article, a teacher may elect to join an established health maintenance organization (HMO). In such event, the teacher will pay the following percentages toward the annual premium for the teacher's membership in said HMO for individual or family insurance during the life of this Agreement:

2002-2003	3%
2003-2004	3.5%
2004-2005	4%

B. Life Insurance

The Board further agrees to extend without cost life insurance (the amount thereof to be one and one-half times the individual's annual salary) to include unit members who are assigned on or before December 1 in any year for a teaching position. After retirement, the amount of said life insurance coverage may be converted at a level not less than 50% of its face value at the time of retirement, at the retiree's own expense.

The City will make available to unit members a Supplemental Universal Life Insurance Program. Such program will be voluntary, provide discounted rates, and will be paid by each unit member through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board of Education.

C. Sick Leave

The regular yearly sick leave allotment shall be twenty (20) days (not including personal days), the accumulative unused sick leave days not to exceed 175.

A teacher who leaves school due to illness before completing one half of the workday shall be docked one-half sick day.

A medical certificate may be required of an employee who is absent for five or more consecutive sick leave days.

Teachers shall not utilize sick leave time for wellness appointments and/or routine preventative appointment.

D. Sick Leave Bank

1. All members of the bargaining unit shall become participants in the sick leave bank by contributing three (3) days from his/her accumulated sick leave. If at any time the total number of days in the bank drops below three thousand (3,000), the employees will again deposit into the bank three (3) days by each teacher.
2. Upon exhaustion of accumulated sick leave any teacher covered by this Agreement may apply to the Sick Leave Bank Committee, as hereinafter provided, for a withdrawal of days. Application should be made as soon as the teacher suspects that time will be requested. Sick Bank time is not awarded retroactively after the teacher has returned to work.
3. A Sick Leave Bank Committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The Sick Leave Bank Committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final.
4. Applications to the Committee shall be made by letter and accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Applications shall be transmitted, with supporting documents, to the Co-Chairpersons of the Committee. It is the applicant's responsibility to provide, with the letter of application, the following information to both Co-Chairpersons:
 - a. A description of the condition requiring additional sick leave days.
 - b. A complete history of the use of accumulated sick leave time. Include dates absent and the reasons where possible. Date of expiration of full days or accumulated sick time is also required.
 - c. A statement of the history of the condition and other relevant conditions.
 - d. A statement from the attending physician or medical professional offering a diagnosis and a prognosis and, where possible, an estimated date when the applicant may return to work.
 - e. A request for a specific number of days from the Sick Leave Bank.
 - f. Incomplete applications will not be acted upon by the Sick Leave Bank Committee.

5. An employee who exhausts all full pay accumulated sick leave may be granted up to thirty (30) school days by the committee in response to the written application. Payment for such days shall begin only after all full pay accumulation has been used. Additional sick time will not be granted to persons who have abused existing sick days. The Teachers' Sick Bank is a valuable benefit for all teachers. It is an insurance policy against catastrophic illness or disability which assures that teachers' salaries are continued during times of stress and sickness.
6. If, after the original withdrawal authorized by the committee, the employee is unable to return to duty, he/she may submit to the committee an application for an additional withdrawal of up to twenty (20) school days. The second withdrawal will begin following expiration of the first withdrawal.
7. The first and second application must be accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Thereafter, any part-pay accumulation as described above to which the employee is entitled shall be implemented. The Sick Leave Bank Committee shall have the authority to require a second opinion by a physician designated by the committee, the cost of such opinion to be borne by the employee.
8. The Sick Leave Bank Committee shall have the discretion, but be under no obligation, to authorize additional days from the bank to employees in cases of extended disability. The Committee's decisions shall not be subject to the grievance process.

E. Longevity

Teachers employed prior to the 1999-2000 school year who meet the service requirements, in active service (on payroll) or on paid sick leave shall accrue a longevity payment, one-half in January and one-half in July payable only in July according to the number of service years an employee will have served by June 30 of the school year in question. After completing ten (10) years of service in the Hartford Public Schools, teachers shall receive \$100 per year for each year of service.

10 years = \$100	18 years = \$ 900	26 years = \$1,700
11 years = \$200	19 years = \$1,000	27 years = \$1,800
12 years = \$300	20 years = \$1,100	28 years = \$1,900
13 years = \$400	21 years = \$1,200	29 years = \$2,000
14 years = \$500	22 years = \$1,300	30 years = \$2,100
15 years = \$600	23 years = \$1,400	31 years = \$2,200
16 years = \$700	24 years = \$1,500	32 years = \$2,300
17 years = \$800	25 years = \$1,600	33 years = \$2,400
		34 & up = \$2,500

Longevity payments will continue for unit members hired prior to July 1, 1999, except that the annual payment will only be issued to unit members receiving a satisfactory or better evaluation based on a definition of satisfactory to be agreed on after the pilot period of the evaluation instrument is completed.

Temporary teacher or long-term substitute experience in Hartford and military service to a maximum of four years incurred after appointment in Hartford are recognized. Fractions of a school year (less than 180 days) are not counted and may not be accumulated.

F. Severance Pay

Employees hired before July 1, 1995 shall be eligible for the following:

1. Upon the death of an employee or upon retirement, under the State pension plan, an employee or the employee's beneficiary shall be entitled to severance pay at the rate of one day's pay for each "full" day of accumulated sick leave credited to the employee at the time of termination in excess of 45 "full" days up to a maximum of 30 days' severance pay. If an employee is absent due to any extended illness during his/her final school year of service, the 45-day minimum accumulation requirement shall be reduced by one day for each day of such extended illness until the reserve of accumulated sick leave has been exhausted. An extended illness for the purpose of this clause shall be defined as one requiring absence of 15 or more consecutive days. Teachers in the system who were hired before July 1, 1995 may, in the alternative, elect to be paid under the formula set forth in Subsection 2. below.
2. Upon the death of an employee or upon retirement under the State pension plan, an employee, or his/her beneficiary, shall be entitled to severance pay at the rate of one day's pay at the employee's current daily rate times the product of the total *unused accumulated sick multiplied by a factor of 30%*. The daily rate would be determined by dividing the teacher's annual salary by 180.
3. In order to receive severance pay on the date of retirement or the first payroll date thereafter, employees who plan to retire from April 1 through June 30 of any year must give at least 180 calendar days' prior notice of their definite intention to retire. Employees who plan to retire at any other time of the year must give at least ninety (90) calendar days' notice. These notice requirements shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement. In the event that an employee, subject to these notice requirements, fails to comply with said notice requirements, severance pay shall be paid within 180 days after the day of notice of retirement.

4. An eligible teacher who terminates or whose employment is terminated for any reason other than death or retirement shall have no right to compensation for unused sick leave.

G. Part-time Teachers' Benefits

1. Insurance.

Part-time teachers under regular contract shall be entitled to share in all insurance programs, excepting life insurance, on a prorated basis dependent on the portion of the school week that they are employed. The individual teacher will be required to pay the portion of the cost not covered by the Board.

2. Course Payments.

Part-time teachers who are employed under regular contract for a minimum of one-half of the school week, shall be allowed to take one 3-credit course compensated by the Board, under the provisions of Article XII, Section I provided that the course:

- a. Leads to certification, if the teacher is not fully certified.
- b. Leads to increased proficiency in the subject matter area in which he/she is teaching.
- c. That the course is approved in advance by the administration.

H. Insurance Coverage While On Leave

Any employee on an authorized leave of absence without pay, shall be entitled to continue as an enrolled member of any insurance policy where authorized by the insurance contract set forth in this Article, provided such teacher has made arrangements satisfactory to the Superintendent for payment in full of the cost of such insurance program during his/her absence. If the insurance carrier allows payments to be made on a basis other than noted above, this will be approved by the Superintendent.

I. Alternative Health Insurance Plans

The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.
4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

ARTICLE VII - FAIR PRACTICES

- A. The Board agrees not to unlawfully discriminate in the application of the terms of this contract against any teacher on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status.
- B. The Union agrees not to unlawfully discriminate in the application of the terms of this contract against any teacher on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status.
- C. The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.

- D. The provisions of paragraphs A, B and C above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and shall not be subject to the grievance procedure.
- E. Discipline
1. No employee shall be disciplined except for just cause.
 2. All suspensions must be in writing to the employee with the reason for the disciplinary action stated. Simultaneous notification shall be given to the Union.
 3. The remedies set forth in Conn. Gen. Stat. Sec. 10-151 shall be the exclusive remedy for the termination or non-renewal of the contract of any teacher. Any request for a hearing concerning non-renewal or termination of contract must be requested within twenty days of receipt of notification, or otherwise as set forth in any amendment of Connecticut General Statutes Section 10-151.

ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS

A. Definitions

1. An "assignment" is the placement of a member of the bargaining unit within the same school or, for teachers whose assignment is program based, within the same program.
2. A "transfer" is a change in school building placement or, for teachers whose assignment is program based, in a program on either a voluntary or involuntary basis.

B. Assignment

1. The assignment of a bargaining unit member is the responsibility of the Superintendent or his/her designee, e.g. school or program administrator.
2.
 - a. Teachers shall be given an opportunity to fill out preference sheets indicating three preferences in order of priority grade level by March 15, with the understanding that such preference requests shall be taken into consideration in making assignments for the ensuing year.
 - b. All teachers will be given their teaching assignments, but not necessarily the actual period-by-period breakdown, no later than June 15 except, however, that such assignments may be changed thereafter because of conditions or contingencies beyond the control of the Board.

3. A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.
4. Positions filled by assignment of an individual from the same school shall not be subject to the posting requirement. The position within the building ultimately left vacant will be subject to the normal posting procedure.

C. Transfers, Voluntary

1. All known or anticipated vacancies for the subsequent school year shall be posted by April 15 of each year. Additional vacancies shall be posted as they become known. The posting shall include the qualifications or special training relevant to, or required for, the position. On or before April 25, tenured bargaining unit members shall complete an application for transfer to any posted position or to a particular school whether or not a specific opening exists at that school at the time of the posting.
2. The application for transfer shall include up to two openings or desired locations for which the bargaining unit member wishes to be considered.
3. In filling vacancies, the administrator shall select the most qualified applicant. In determining qualifications, the Superintendent or his/her designee, shall consider the following:
 - a. Certification required for the position
 - b. Experience: Demonstrated experience in the grade level for elementary positions or subject area experience for secondary positions.
 - c. Educational Background: Graduate courses and advanced degrees in the grade level or subject area directly related to the posted position.
 - d. Specialized training relevant to the position.

Upon the request of the Union, decisions as to qualifications for a position shall be subject to review by the Superintendent or his/her designee, which decision shall not be arbitrary or capricious.
4. Appointments shall be effective at the beginning of the subsequent school year, unless otherwise determined by the Superintendent.

5. Bargaining unit members may request information as to the reason they were not selected for a posted position. Such information shall provide substantive reasons for the denial of the transfer.
6. If the employee's transfer request is granted, the employee may be denied a subsequent transfer for a period of two years, on that basis alone.

D. Transfers, Involuntary

1. Before an involuntary transfer is made from a school because of a loss of position at the school, consideration shall be given to the following:
 - a. Volunteers who may wish to transfer to another school or work site;
 - b. The least senior employee in the affected certification areas (elementary) or department (secondary).

The Superintendent or his or her designee may deviate from seniority for reasonable cause.

Employees transferred involuntarily because of a loss of position at the school, shall have the right to return to the same school or department in the reverse order in which they were transferred (unless there is reasonable cause not to make the transfer), if a vacancy for which the teacher is certified occurs within two years of the involuntary transfer. The teacher shall complete a form provided by the Human Resources Department within one month of the transfer to exercise this option.

2. A teacher may be involuntarily transferred from a school because of performance concerns if the teacher has received a rating of needs improvement, unsatisfactory, or is on intervention during a particular school year. In such cases, teachers may be granted, at the Superintendent's discretion, an administrative transfer to another location. Employees transferred involuntarily because of performance concerns shall have the right to apply for vacancies that may arise in the school from which they were transferred under the provisions of Article VIII C above, provided that the employee is tenured. The decisions of the Superintendent under this section are shall be final and not subject to the grievance procedure.
3. Involuntary transfers shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. To the extent possible, teachers shall receive written notice of transfers to be effective at the beginning of the next school year prior to June 15. During the summer, teachers shall be notified in writing by regular and certified mail at the address on file with

the Board of any involuntary transfers and the reasons therefor. The teacher may request consultation with the decision maker within two (2) days of receipt of the notice and the reasons for the transfer.

4. Notwithstanding the foregoing, the transfer of teachers to and from a priority school that is subject to reconstitution, pursuant to Connecticut General Statutes Section 10-223b shall be determined by the Superintendent or his or her designee, and shall not be subject to the grievance procedure. Involuntary transfers into or out of a priority school that is subject to reconstitution, pursuant to Connecticut General Statutes Section 10-223b shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified of the reasons for the transfer.
 - a. The Superintendent shall select teachers to be transferred out of a priority school that is subject to reconstitution. The sole criterion shall be whether the transfer is in the best interest of the Hartford Public Schools.
 - b. Prior to involuntarily transferring any teacher into a priority school that is subject to reconstitution, the Superintendent may choose either of the following options:
5. Select one or more of the fifty (50) Master Teachers within the bargaining unit that were previously designated by the Board. Bargaining unit members and new hires who apply and are accepted for these Master Teacher positions will have no specific assignment at any school site and will accept temporary assignments throughout the district at the direction of the superintendent or his or her designee. Postings for these positions shall clearly state their itinerant nature, that those selected shall act as troubleshooters for the system, that they will likely be asked to work in priority schools and other challenging and critical situations, that the elite nature of these positions requires proven success as an educator and finally that those selected for these positions will be making a three year commitment during which they are waiving their rights under the voluntary transfer provisions of this agreement. The Board and the Union recognize that the skills, flexibility and expertise demanded of these positions may require additional compensation. The Board, at its discretion, may choose either the leadership stipend, the extended day stipend, the extended year stipend or any combination thereof depending on the Board's need to attract applicants to these positions.

OR

1. Seek volunteers from across the school district, and interview qualified volunteers.

The final decision regarding which of the above options to use and/or which teachers shall be involuntarily transferred into a priority school that is subject to reconstitution shall rest with the Superintendent or his or her designee.

E. Layoff and Recall

1. In the event of a reduction in force necessitating the elimination of bargaining unit positions, teachers will be laid off in the reverse order of their seniority in the system within certification area(s). The Board may deviate from seniority for reasonable cause. No permanent teacher shall be laid off as long as there are non-tenured teachers holding positions for which the permanent teacher is qualified.
2. Any employee who is laid off shall have recall rights as follows:
 - a. Teachers who have been laid off shall have their names placed on a preferential hiring list.
 - b. Seniority shall be the determining factor in recall provided that the teacher is certified and qualified for the position. The Board may deviate from seniority for reasonable cause.
 - c.
 - i. A teacher's name shall remain on the list for a period of thirty (30) months from the date of layoff or until the teacher refuses a position for which the teacher is qualified.
 - ii. A teacher who formerly worked 40% or more shall remain on the recall list unless the teacher refuses a position which is 40% or more of a full-time position.
 - d. No new employee shall be hired to fill a position for which there remains a certified and qualified laid off teacher.
 - e. Teachers on the recall list shall be notified of openings by regular and certified mail sent to their last known address and must respond to the Administrator for the Department of Human Resources within ten (10) days of the delivery date of the notification of the opening. To insure coverage under this subsection, teachers must keep the Board informed of all address changes.

F. Board-Created Opportunities

1. It is recognized that during the course of a year there are many opportunities for teachers which arise in the system. Board-Created Opportunities shall be defined as programs which extend beyond the normal workday or work year that do not require a teacher to leave a current teaching position, for example: Summer School, Adult School, Curriculum Teams. Such opportunities shall be posted system-wide, setting forth the requirements, schedules and rates of pay and the

procedure for application. Members of the bargaining unit shall have preference for all such opportunities provided the member is qualified. If the position is not filled by a bargaining unit member, the Board may then offer such position to a non-unit member.

2. All postings for such positions will be made as soon as they are known. Teachers will have ten days to apply for openings except where it may be necessary to post for less than this period of time. The Union will be notified in writing within ten days of the names of the teachers chosen for the respective positions. The time for filing a grievance will be within ten calendar days from the time the notification is sent to the Union.

ARTICLE IX - NOTICES AND ANNOUNCEMENTS

A. Circulars

All official circulars from the Superintendent's office and from the Board which are intended for the information of the employees shall be posted on school bulletin boards so as to be available to them as soon as possible upon receipt in the schools. Copies of these circulars, after a reasonable posting time, shall be filed in each school so that they continue to be available to the employees as needed for their effective period.

B. School Organizational Chart

An organizational chart, showing lines of authority of all administrative personnel, shall be posted on the bulletin board of each school.

C. Notices to Union

A copy shall be sent to the Union office of any notice, directive or bulletin relating to teachers generally or to any substantial group of teachers.

ARTICLE X - CLASS SIZE LIMITATIONS

The Board agrees to maintain the class size limitations listed below.

1.
 - a. No regular academic elementary class in grades pre-kindergarten through 2 shall exceed 23 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
 - b. No regular academic class in grades 3 through 6 shall exceed 27 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
 - c. No regular academic class in grades 7 through 12 shall exceed 28 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
 - d. Recognizing the value to special education students, it will be expected that special education classes will not normally be doubled up in art, music, physical education or other areas of special instruction.
 2. The determination of appropriate class size shall be on or before October 21, at all school levels, and again on March 1 at the high school level. The parties shall also continue ongoing review of class size issues throughout the school year.
- B. On or before September 1, in each school year, the Union and Administration shall each designate one or more person(s) to monitor class sizes and to resolve class size increases exceeding the limits established by the parties in this Article.
- On or before October 14, any teacher affected by an increase over the limits set forth set forth in A.2 (above) or in the Board's Special Education Class Size Guidelines (attached as Appendix C) shall report such increase to the Union and Administration class size monitors.
- C. On or before October 7, in each school year, the Board shall provide the Union with a complete compilation of the class size in each class within the school system.
 - D. On or before October 14, in each school year, the Board's monitor(s) shall present a comprehensive proposal to resolve all outstanding class size issues to the Union's monitor(s). Such recommendations shall be consistent with the following:

1. Classes shall be leveled first within the various sections within the grade level in the school to the extent possible.
 2. It is understood that combination classes or classes in excess of the allowable limits are viewed by the parties as temporary solutions. When such solutions are necessary, the Board will add the services of resource teachers and aides to the combination of oversized classes while the Board implements permanent solutions such as redistricting and addition of extra classroom space, etc. Permanent solutions to overcrowded classroom situations shall be implemented as soon as possible. In unusual circumstances, such as the critical shortage of qualified teachers in a particular certification or subject area, it may be necessary to temporarily exceed the class size limits of this Article.
 3. The Board agrees that the special education class size guidelines in effect as of the effective date of this Agreement, shall be not increased during the life of this Agreement without prior negotiations with the Union and are subject to the grievance procedures of this Agreement up to the Superintendent level.
 4. The parties agree that these guidelines are intended to insure an orderly procedure for a return to compliance from temporary excesses in class size limitations.
 5. A written statement from the principal to the Assistant Superintendent of Schools must be submitted explaining how the resource teacher is to be used, including grade levels. No resource teacher under this Article shall be assigned to more than three classes.
 6. If the union appointed monitor(s) after a full discussion of all issues with the administration appointed monitor(s) accepts the comprehensive proposal of the administration appointed monitor(s) or part of the proposal, said proposal or the part accepted shall be implemented within fifteen days provided, however, that any teacher whose assignment is changed by the resolution shall receive five (5) days prior notification of said change of assignment. If the union appointed monitor(s) rejects the proposal of the administration, the union appointed monitor(s) shall within 7 days present at a meeting, a comprehensive written proposal to the administration to resolve all outstanding class size issues. If this does not resolve the outstanding issues, said dispute shall be appealed by the Union within five (5) days to the Superintendent for resolution.
- E. The Superintendent shall render his/her decision within ten (10) days of receipt of such appeal.

- F. If the matter is not settled satisfactorily by the Superintendent, the Union may within ten (10) days of receipt of the Superintendent's decision, submit the matter to the American Arbitration Association for final and binding arbitration utilizing the AAA expedited arbitration rules, practices and procedures.

In August of each year, the parties shall begin the arbitration selection process. The selected arbitrator shall make available five (5) days for hearings during the last two weeks of November. The hearings shall be held according to the rules and regulations of expedited arbitration.

The resulting remedy, if any, shall address the problems encountered as a result of combination and/or oversized classes. The arbitrator shall have full authority to fashion an appropriate remedy.

ARTICLE XI - EXTRACURRICULAR ACTIVITIES

- A. Assignments to paid extracurricular activities shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular activity for which there is a provision for payment in Appendix B annexed to this Agreement, a teacher may be appointed by his/her immediate supervisor, provided that no teacher may be required to accept such appointment in two (2) successive years.
- B. Vacancies in such assignments for which compensation is provided shall be posted for a period of ten days as they become available. The posting shall include the qualifications required and the qualifications preferred for the position. Where the posted extracurricular activity is limited to one school, then the activity may be posted with preference to unit members within the school.
- C. Members of the bargaining unit shall have preference for all such positions, provided that they are qualified. Appointments to extracurricular positions (with the exception of mandatory assignments made in accordance with Section A above) shall be for a two year term, during which the teacher may be removed only for just cause. At the end of the term, the position shall be reposted and shall be open to all candidates, including the incumbent.
- D. Any teacher involved in athletic coaching shall not be scheduled for detention time which will conflict with that activity. However, excused time for this activity will be made up after the activity is completed.
- E. It is understood that if an employee is expected to conduct activities within the school building after the normal school hours, a custodian shall be required to be in the building until the activity is concluded and such employee has left the premises.

ARTICLE XII - MISCELLANEOUS

A. Representation

1. Any employee who is summoned to the Board of Education building by an administrator shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.
2. If a school administrator summons a teacher to the school office, the teacher shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.

B. Substitutes

1. Whenever a teacher, K-8, who is otherwise free from teaching or duty assignment is required to cover more than one-half of a class period for another teacher, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period. A regular K-8 teacher shall be considered free from a teaching assignment or duty assignment whenever a special, art, music or physical education teacher is instructing the class and an agreement has been reached with the special teacher or with the principal that does not require the presence of the regular teacher.

Whenever a shortage of qualified substitutes occurs and the Board is unable to hire a substitute for an absent teacher according to its normal procedure and coverage is required, then coverage will be provided as follows:

A period by period roster listing the names of all teachers in alphabetical order who are available (that is, have a scheduled preparation period) each period will be available at the desk of the principal's secretary and teachers will be used on a rotating basis.

- a. At no time will head teachers or media coordinators be used for coverage except for emergency or short-term assignments as for a homeroom period.
- b. Counselors and other special service personnel (social workers, psychological examiners, special education resource teachers, TESOL teachers, librarians) may also be used in emergency situations for class coverage.

- c. The exempt teachers noted above shall be used only after each staff member in a particular period has gone through four rotations and no volunteers are available. The exempt teachers, if utilized, shall be utilized on an equitable basis.
- 2. Whenever a high school class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at anytime. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in any semester, he/she shall receive the emergency coverage compensation rate listed in Appendix D of this Agreement for each such class period covered commencing with the second such period in a given semester.
- 3. A per diem substitute is one who is employed on a day-to-day basis because there is no regularly appointed teacher for such duties, and as such is not a member of the bargaining unit. A per diem substitute shall become a temporary teacher subject to the applicable provisions of this Agreement when such person works in the same position for forty (40) consecutive school days.

4. Temporary Teacher

A temporary teacher shall be defined as:

- a. One who is replacing a teacher for more than forty (40) consecutive school days on an approved or authorized leave of absence.
- b. One who is filling a position for more than forty (40) consecutive school days for which a permanent teacher has not been appointed.
- c. One who is filling a position for more than forty (40) consecutive school days due to the resignation, retirement or termination of a regularly appointed teacher prior to the end of the academic year to which he/she was appointed.

All temporary teachers shall be placed on the BA Step 1 of the salary schedule or on a higher placement as determined by the Superintendent and receive all the benefits granted to regularly appointed teachers. Such salary placement shall be made after the temporary teacher has worked in the same position for forty (40) consecutive school days or at such earlier time as determined by the Department of Human Resources.

All other teachers shall be regularly appointed teachers.

Teachers on the layoff list or teachers who have received notice of layoff shall have preference by seniority for temporary teacher positions for which they are qualified. They shall be placed on the appropriate step of the salary schedule and retain all their rights and privileges.

Notwithstanding any of the above, a regularly appointed teacher who, prior to layoff or prior to receipt of notice of layoff, transfers into a temporary teacher opening shall retain his/her regular status.

A teacher who is on layoff who is recalled to a temporary teacher opening shall be considered regularly appointed and shall retain whatever rights to be placed in a permanent full-time position as he/she had while on layoff and shall attain no greater rights as to recall because of appointment to the temporary position.

C. Preparation Periods for Teachers

1. While the student schedule in effect at the high schools for the 2001-02 school year remains in effect, all high school teachers will normally teach five class periods per day and be scheduled for two periods per day for educational purposes, one which shall be for assigned duties, and one of which shall be for preparation. Whenever a class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at any time. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in a semester, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period after the first such occurrence in each semester. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
2. While the student schedule in effect at the middle schools for the 2001-02 school year remains in effect, teachers at the Middle School level and seventh and eighth grade teachers in K-8 schools shall teach five periods and shall have a minimum of one preparation period per day, and where additional special subject areas are offered, one duty period per day. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school

opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.

3. Volunteers from the bargaining unit shall be sought to perform detention duty. If there are no volunteers, teachers may be assigned this duty by the principal on a rotating basis, provided that no teacher will be assigned such duty more than five (5) days per year, and provided further that at least two weeks' advance notice of the assignment will be given.
4. All teachers in the elementary schools shall have a minimum of 180 minutes per week for preparation time on a monthly average. If classes do not meet for a full five-day week during each week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
5. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school or the high schools, the parties shall bargain the impact of such change in this section, including the number of preparation periods per day and per week, and the length of those periods.

D. Leadership Positions

1. Head Teachers in High Schools. Subject to the Board's right to restructure positions set out in Section 2 below, if Head Teacher positions continue in the configuration that obtained in the 1998-1999 school year, the following shall apply:
 - a. A Head Teacher position recognized in administrative policy shall be filled by the principal on an annual basis in consultation with the appropriate supervisor. The preferences of the members of the department shall be taken into consideration.
 - b. A Head Teacher shall carry a normal teaching load and one additional unassigned preparation period to carry out the responsibilities of the position.
2. Department, Team, Cluster or Academy Leadership Positions. If the Board establishes positions at the Middle or High School level to facilitate coordination and communication among members of a department, team, cluster, or academy, such positions shall be filled by the principal in consultation with the members affected. There shall be rotation in these positions from time-to-time among volunteers for staff development purposes.

- a. The teacher holding such a position shall be compensated by a stipend of \$1,000 per year;
 - b. The precise responsibilities and the modification, if any of the position shall be determined by the School Improvement Team in view of the unique needs at the school site. Such modification shall be subject to the approval of the Board and the Union, which shall not be unreasonably withheld.
 3. No teachers including head teachers, or persons in department, team, cluster or academy leadership positions shall be required to hire, fire, evaluate or discipline any members of the bargaining unit, or to make effective recommendations regarding any of the above.
- E. Duty Free Lunch
- All teachers shall have a minimum of a thirty (30) minute duty-free lunch.
- F. Reimbursement for Losses
- The Board will allocate \$5,000 for the purpose of reimbursing teachers for loss, excluding cash, or damage to personal property (other than cars) incurred while in the performance of duty. Such payments shall not duplicate those covered by the teacher's insurance. The Board will also allocate \$10,000 for the purpose of reimbursing teachers for damage to their cars while on school duty, whether or not the car is covered by insurance. All reimbursements for the foregoing will be held until the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the respective funds.
- G. Parking Facilities
- The Board and the Union will work in cooperation with the Police Department to establish parking facilities for teachers wherever necessary and possible.
- H. Pay Telephone in Each School
- The Board will request the telephone company to install pay telephones in each school for the convenience of the teachers.
- I. Professional Improvement/Tuition Reimbursement
- The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. There shall be reimbursement for one hundred percent (100 %) of the tuition cost for up to six (6) credits each reimbursable year,

summer semester through spring semester, for all regularly appointed employees. Only teachers who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for such tuition reimbursement. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the completed course work.

Teachers who intend to enroll in a summer semester course or courses must notify the Human Resource Department by May 1st of their intent to do so. Teachers who intend to enroll in a fall semester course or courses must notify the Human Resource Department by August 1st of their intent to do so. Teachers who intend to enroll in a spring semester course or courses must notify the Human Resource Department by December 1st of their intent to do so.

If staff development programs are offered, those teachers who participate and receive college or university credit for satisfactorily completing a staff development course, shall not be eligible for tuition reimbursement beyond six (6) credits, counting both the staff development courses and outside college or university courses.

J. Familiarizing Teachers Concerning Pupils with Special Problems

Teachers shall have called to their attention promptly any unusual problems of any pupil assigned to them of which the administration is aware in order that they may more fully familiarize themselves with such pupil's record.

K. Collections from Students

The only programs for which teachers will be required to collect monies are those sponsored or approved by the Board. Such collections shall not exceed three per school year and shall continue for no longer than one week per collection.

L. Professional Study Days

The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences, conventions or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the principal or coordinator and Assistant Superintendent of Schools and/or his/her designee for particular purposes of special benefit to the school system.

Advance notice of at least 10 school days must be provided by any teacher requesting a professional study day, except in cases of a teacher substituting for another in connection with a previously approved request. Approval of teacher requests is at the discretion of the Superintendent and is not subject to the grievance process beyond the Superintendent level. A written report may be required of any teacher attending such sessions.

M. Student Teachers

Any teacher requested to accept a trainee will have one week's advance notice.

Teachers shall have the right to accept or reject a student teacher.

No student teacher shall be assigned to a teacher who does not have three years of teaching experience, one year of which shall be in the Hartford Public Schools.

N. Teachers' Lounge

Every school shall have at least one teachers' lounge which is kept clean and provided with suitable furniture.

O. Buildings with No Cafeteria

Every effort shall be made to provide refrigerators and cooking facilities in all teacher lounges in buildings without cafeterias.

P. Instructional Staff Work Year/Workday

1. Teacher Workday

- a. The teacher workday shall be the student day plus ten minutes prior to the opening of the student day and ten minutes after the close of the student day. In grades 9-12 teachers are required to remain through the eighth period (45 minutes after the school day ends) on one day per week, other than Tuesday, for special help and consultation to students.
- b. The work day for professional personnel assigned to the Psychological, Speech and Hearing and Social Work Departments shall be from 8:30 a.m. to 4:00 p.m. each day, or the work day of teachers in the buildings to which they are assigned.

2. Teacher Work Year

- a. The work year for teachers as of the effective date of this Agreement is 187 days, of which 182 are designated for student instruction
- b. Prior to the extension of the work day or the work year, the Board will discuss the need with the Union. If the Board decides to proceed with an increase (except as provided below), the Board agrees to negotiate the impact of such change, pursuant to Connecticut General Statute 10-153f(e).

3. Teacher Conferences and Open Houses.

- a. Teachers at all levels shall be required to attend 1 mandatory evening Open House activity each year. In addition, teachers shall be required to attend 3 evening parent-teacher conferences that will convene from 5 p.m. to 7 p.m. at the high school level and from 6 p.m. to 8 p.m. at all other levels.
- b. The Board may schedule parent-teacher conferences at all levels. There shall be 3 early release days scheduled each year on the day immediately following the evening parent-teacher conferences referenced above. The schedule on such days shall be two (2) hours early release and an additional two (2) hours after the normal dismissal time, and teachers are required to remain on site during all such scheduled conferences.
- c. The Board may change the arrangements set out in this Section, provided that the Board and the Union shall negotiate over the impact of any such change.

4. Notwithstanding any other language contained herein in this section, the Board shall retain the right to schedule early release days for students. The Board may schedule in-service training for teachers on such days. On such early release days, the workday for teacher shall be extended by the same number of minutes (not to exceed two hours) as students are dismissed early.

Q. Assembly Coverage by Special Teacher

Any special teacher scheduled for a class that is at an assembly period will relieve the regular teacher for that portion of the assembly period that said special teacher would be instructing that particular class, but not if the special teacher is involved in the assembly program.

R. Save Harmless Policy

The Board shall protect and save harmless any teacher from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such teacher at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board. (Connecticut General Statutes, Section 10-235). These obligations are set out in statute and are not subject to the grievance procedure.

S. Faculty Meetings

1. Notice of faculty meetings shall be posted by noon on the school day before the day of the meeting except in emergencies. No teacher shall be required to attend more than two full faculty meetings per month unless the person calling the same shall file, prior thereto, a written statement with the Superintendent (and a copy with the Union School Committee) setting forth the need for such additional meetings.
2. In no event shall faculty meetings extend more than sixty (60) minutes beyond the normal time for teachers to leave school.

T. Discipline

1. It is understood and agreed by the Board and Union that the discipline of students is the joint responsibility of both the teachers and the administrators.
2. The Board and the Union agree at the opening of each school year to establish a joint School Discipline Committee to perform the following functions:
 - a. To provide a continuing study of discipline and the School Discipline Handbook within the school and to make recommendations for their improvement. Copies of the School Discipline Handbook shall be made available to the teachers. Said School Discipline Handbook shall contain the Board's then current complete discipline policy. Upon request of the teachers, the committee shall be entitled on a quarterly basis (every two and one half months) to the following information:
 - i. Number of students referred to school administration for discipline;
 - ii. Types of offenses for which students are referred;
 - iii. Disposition of each case in which the student is either suspended or expelled;
3. The School Discipline Committee shall include the principal (or designee) and at least three teachers selected by the Union School Committee.
4. The teacher is entitled to know the outcome of the disciplinary action taken by the principal (or designee) in any case where such teacher has filed a written statement of the offense and full information on disposition of the case will be made available to the referring teacher on request.
5. Teachers receiving students from long-term suspension, full-time placement outside of the system, or incarceration shall be given notification of the student's return and necessary information, within any applicable legal limitations, regarding the student's situation and subsequent interventions in order to allow the teacher to appropriately service the student.

U. Teacher Evaluations

Evaluations shall be conducted in accordance with the provisions of Section 10-151b of the Connecticut General Statutes, as amended from time to time. This reference to statutory rights is provided for informational purposes and is not subject to the grievance procedure, provided however that claims concerning the procedural provisions of the evaluation plan may be submitted to the grievance process up to the Superintendent level.

V. School Calendar

Prior to adoption by the Board of the school calendar for the school year, the proposed calendar shall be submitted to the President of the Union for comments and suggestions.

W. Art Carts

A cart will be provided on every floor to carry art supplies if an art room is not available to the teacher.

X. Building Security

The Board shall continue its efforts to provide adequate building security against trespassers.

Y. Teacher Rotation

Teachers shall not be assigned regular elementary and/or middle school classroom combination classes for more than one year without prior consultation and agreement of the teacher. Should such classes exist for more than one year at a specific grade level, such assignments shall be rotated among the potentially affected teachers (e.g. teachers assigned to fifth and sixth grades in the case of a 5/6 combination class) notwithstanding any other provision of this Agreement.

Z. Job Sharing

The Board may permit job sharing opportunities annually. Job sharing grants may be made annually subject to the following terms and conditions:

1. Teachers shall be appointed to job sharing positions on a voluntary basis only. Job sharing arrangements shall be subject to mutual agreement of the teachers involved. Any job sharing arrangement must be approved by the Superintendent or his or her designee. Salary, fringe benefits and the Board's contribution for health benefits shall be prorated in accordance with the allocation of responsibility under the job sharing plan.
2. The parties shall create a Job Sharing Committee, consisting of one member appointed by the Superintendent and one member appointed by the President of the Union.
3. Applications for job sharing positions must be submitted to the Job Sharing Committee by February 1 prior to the year requested. The application shall identify the teachers involved, the position sought, and the plan for allocating responsibility for all areas of teacher responsibility, including teaching, grading,

parent communication, administrative responsibilities and all other professional responsibilities of the position. The application shall also include a written statement from the principal concerning his/her position regarding the application for a job sharing position. The Job Sharing Committee shall forward the application along with its written recommendation to the Superintendent or his/her designee before March 1 prior to the school year requested.

4. The Superintendent or his/her designee shall consider and grant or deny each request on its individual merit on the basis of whether the plan is educationally sound, with priority consideration of the impact, if any, on the education of the children. Such decisions shall be made on an annual basis on or before May 1. Teachers who wish to job share in future years shall follow the procedures set out in paragraph 2.
5. Job sharers shall substitute for each other whenever possible. Schedules may be adjusted to allow partners the opportunity to pay back the other by covering (i.e., cover the appropriate number of days that one partner substitutes for the other).
6. If for any reason a member of a job sharing team is unable to continue in the position, the partner will be given the option to cover the entire position for the remainder of the year until another job sharer can be identified. The substitution of a new job sharer shall occur only upon approval of the Superintendent after consideration of the impact on the position to be vacated.
7. At the end of a job-sharing arrangement, a teacher who is job sharing will be guaranteed his/her return to a full-time position at the beginning of the school year if the teacher would otherwise be entitled to a position under this Agreement. The teacher must notify the Department of Human Resources by February 1 prior to the school year requested of his/her intent to return to a full-time position.

AA. Areas of Shortage or Extreme Need

The Board may determine areas of shortage or extreme need in filling vacant positions. When necessary, to attract the highest quality applicants, the Board may offer "Signing Bonuses" to prospective applicants. Such payments, intended to cover the costs of relocating and establishing residence in the Hartford area, shall be in an amount not to exceed \$5,000.

BB. Innovations

The parties agree that innovations in educational programs are necessary to the Hartford Public Schools. The Board reserves the right, by providing written notification to the Union, to request negotiations over provisions in this Agreement that may be affected by such innovations (e.g. changes in educational delivery models such as online courses and the use of distance learning technology), such as (but not limited to) length of school day, transfers, assignments, and preparation periods. Such negotiations shall be governed by the provisions of Connecticut General Statutes Section 10-153f(e).

CC. Teaching Schedules

A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.

ARTICLE XIII - PROFESSIONAL STATUS

A. Suggestions and Contributions

It is recognized that the employees are members of a profession and have the interest of professionals in their work. It is further recognized that they may make constructive suggestions and contributions toward the administration of the school system.

B. Union School - Principal Meeting

The principal of a school shall meet at least once a month with and at the request of a Union School Committee not exceeding five in number selected by the Union from among its members in that school in order to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures for that school shall be proper subjects for discussion at such meetings. Specific information concerning pending grievances at Steps 1 through 4 of the grievance process shall not be proper subjects for discussion at such meetings. Policies which may be adopted or maintained for that school as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies

except upon mutual written agreement between the Board and the Union. The principal shall have a preliminary agenda furnished by the Union School Committee two days in advance of the meeting. The school principal, if he/she so desires, may place items on the agenda of the monthly meeting. The Union shall be given a copy of the principal's preliminary agenda items at least two (2) days in advance of the meeting. Vice principals may sit in with the principal at such meetings. Agenda items shall be addressed in alternating order, and there shall be a ninety-minute time limit on such meetings which may be extended by mutual agreement. Either or both parties may bring resource persons to the meeting.

C. Union - Superintendent Meeting

The Superintendent of Schools and representatives of the Union shall meet at the request of either party on a monthly basis to discuss matters of educational policy and professional concern as well as matters relating to the implementation of this Agreement for a period not to exceed two hours except as it may be extended by mutual agreement. Policies adopted or maintained as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union.

1. The Union Committee for this purpose shall consist of three to five members.
2. The Superintendent may meet in person or through his/her designated representative and may include at the meeting such members of his/her administrative staff as he/she may desire.
3. The Union and the Superintendent will submit, at least one week in advance of such meeting, items which they wish to be placed on the agenda for discussion.

D. Ad Hoc Committee

Nothing in this Article shall be deemed to curb the absolute right of the Superintendent and/or the Board to appoint and meet with ad hoc committees made up of individual teachers for the purpose of discussing such administrative matters as the Superintendent and/or the Board may desire. It is understood, however, that such committees as are set up under this Section shall not discuss matters which by statute are reserved to the Union as the representative of teachers for collective bargaining.

E. Exchange of Views Concerning Construction

The Board or its representatives and representatives of the Union shall exchange views concerning major alterations in existing school buildings and proposed new construction, as part of the regularly scheduled Union School-Principal and Union-Superintendent Meetings.

F. Job Descriptions

While the establishment of job descriptions is a prerogative of the Board, the Union has a right and the Board an obligation to negotiate the salary, terms and conditions of employment for unit members working under such descriptions.

ARTICLE XIV - UNION RIGHTS

A. Dues Check-off

The Board agrees that, upon submission of dues check-off card for payroll deductions of his/her Union membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.

B. Agency Fee

Effective October 1, 1979, all employees shall, as a condition of continued employment, join the exclusive bargaining representative organization or pay to the exclusive bargaining representative an annual service fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, set by the Union in accordance with law.

The Board shall deduct the amount certified by the Union as the annual dues or annual service fee from the pay of each employee in equal biweekly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the annual service fee or Union dues directly to the Union.

Payments for new employees shall commence within thirty (30) days following the effective date of employment.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

C. Union Leave

Union members will be granted leave without loss of pay to attend special leadership training opportunities and for special Union business upon request of the President of the Union with the approval of the Superintendent which shall not be unreasonably denied.

D. Exclusive Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of Union notices and/or announcements.

E. Union Meetings in Schools

The Union may call meetings in each school before or after school or during the lunch hour upon request to and permission from the principal. Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.

F. Copy of Agreement

The Board agrees to furnish a copy of this Agreement to every employee covered herein within forty-five (45) days following the ratification of the Agreement by the parties. In accordance with the above understanding, new hires shall be provided a copy of this Agreement at the time of employment. Upon mutual agreement of the format to be used, the Union agrees to share the cost of printing the Agreement equally.

G. Union Rights to Information

There shall be made available to the Union, upon its request, any and all information, statistics and records that are relevant or necessary for the proper enforcement, implementation or negotiations of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Records of teachers other than those involved shall not be available without the approval of the individual teachers. The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

H. No Pay Loss for Meetings

Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in conferences or meetings, they shall suffer no loss in pay. Meetings shall be scheduled to minimize interference with instructional time.

Notwithstanding the above provision of XIV(H), teachers who attend grievance hearings during the school day shall be excused one (1) hour prior to the commencement of the proceeding, and witnesses for the same hearing shall be excused thirty (30) minutes prior to the commencement of the hearing.

I. Union Right to Board Agenda

A copy of the public agenda of the regular Board meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meetings. The agenda of special meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meeting except in the case of emergency meetings in accordance with statute.

J. Access to School Budget

The supply budget allocation for each school shall be made available to the Union's building representative at his/her request.

K. Building Representative Release

All official building representatives shall be released from morning homeroom assignments and yard duty and shall continue to be released from afternoon high school homeroom assignments. Official building representatives may be used in an emergency at the discretion of the principal and vice principal. The Union shall have one official building representative per fifty (50) teachers or major fraction thereof with a minimum of one such representative per school.

One individual shall be assigned to provide release time per year for homeroom coverage. Assignments for such coverage will be rotated on an equitable basis from year to year. Where possible, paraprofessionals will be assigned to provide coverage.

L. COPE Deductions

The Board agrees that, upon submission of the HFT-COPE payroll authorization card, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this Agreement.

M. Access to School Mailboxes

School mailboxes shall be available for the distribution of communications by the authorized officials of any teachers' organization. A courtesy copy shall be placed in the principal's mailbox and a courtesy copy shall be sent simultaneously to the Superintendent. The Board and the Union shall designate a school by mutual agreement at which inter-school mailbox for the Union shall be located.

ARTICLE XV - ELEMENTARY SCHOOLS

A. Elementary Head Teachers

1. When it is necessary for the principal of a school to be absent for more than one-half day, and there is no vice principal on duty, a head teacher shall be appointed to be in charge of the school. Such appointment shall be made after posting by the principal within the school from among the senior qualified applicants.
 - a. The head teacher is responsible to the principal.
 - b. The head teacher position is operative only when the principal or the assistant principal is not available to provide coverage on routine activities that are essential for proper operation of the school or which require immediate action.
2. In an elementary school that has a non-attached building housing five (5) or more teachers with no administrator, a head teacher position will be created. Such head teacher will be paid a stipend of \$500.
4. The position of the head teacher does not in any way or means relate to evaluation of teachers or supervision) of instruction and is not considered an administrative position.

B. Rotating Yard Duty

Volunteers shall be sought to perform elementary yard duty before any elementary school teachers are assigned such duty. If a sufficient number of volunteers is not available, then elementary school teachers (other than building representatives) may be required by the principal to perform yard duty not earlier than 15 minutes before the school session begins and such duty will be assigned on a rotating basis by the principal.

ARTICLE XVI - SENIORITY

A. Definition of Teacher

For the purposes of this Article, the term "teacher" shall include each employee of the Board below the rank of Superintendent who holds a certificate issued by the State Board of Education and who is employed in a position for which a certificate is required by the State Board.

B. Employment Date

Seniority for all teachers shall be counted from the first day of work in the school system in a position for which the State Board of Education requires a certificate.

C. Modification

Seniority shall be modified by the following considerations:

1. Teachers who quit and are reemployed shall accrue seniority as of their reemployment date.
2. Teachers who are laid off and rehired shall retain all their accrued seniority but shall not accrue additional seniority during the period of layoff.
3. Teachers on authorized leave shall continue to accrue seniority.
4. Teachers on unauthorized leave shall not accrue seniority for the unauthorized days of the leave.

D. Seniority Lists

Seniority lists, including social security numbers and/or employee identification numbers, shall be provided to the Union forty-five (45) school days after the beginning of the school year. An updated list shall be furnished to the Union prior to the execution of layoff. Errors which occur inadvertently shall not invalidate the list; however, any employee laid off due to the error shall be made whole.

E. Tie Breaker

In case of a tie, seniority shall be determined by the last four digits of the teacher's social security number. The higher number shall have more seniority. If an employee has no social security number, then the last four digits of the employee's identification number will be used.

F. Seniority for Union Officers

Teachers shall continue to accrue seniority as long as they occupy a position within the bargaining unit.

ARTICLE XVII - LEAVES OF ABSENCE

A. Sabbatical Leave

Provided the requirements hereinafter set forth are satisfied, sabbatical leave may be granted to at least three (3) teachers for each school year.

1. Purpose. Sabbatical leaves for teachers are granted for professional improvement only, and these leaves are only for purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.
2. Duration of Leave. Sabbatical leave in the Hartford Public Schools is granted for a full year or for a full semester. It is not granted for a portion of a semester.
3. Eligibility. No teacher can be granted a sabbatical leave unless he/she has completed seven (7) years of service as a teacher and has achieved tenure in the Hartford Public Schools.
4. Process of Selection. All candidates for sabbatical leave for the school year or for either semester should apply, in writing, to the Department of Human Resources on or before the third Monday in April. Each applicant is required to present, in writing, a carefully elaborated plan of study or a project, the successful completion of which will promise real benefit both to the teacher and to the Hartford Public Schools.

Candidates are selected by a committee of three appointed by the Superintendent. In granting leaves, the Committee gives preference to a teacher who gives promise of a considerable number of years of service in the Hartford Public Schools.

5. Requirements To Be Met. Teachers who are granted leaves are required at the conclusion of their leaves to return to their teaching duties in the Hartford Public Schools and continue in Hartford service for not less than two years. They must submit a written agreement to the effect that if they do not return to Hartford service upon termination of leaves, they will refund all sums of money paid them by the Board during their sabbatical leaves. Unusual cases are presented to the Board for review.

Upon completion of sabbatical leaves, teachers are required to submit to the Superintendent a written report on the work completed while on leave. These reports are included in their personnel folders.

6. Financial Arrangements. Teachers on sabbatical leave receive the difference between their regular salary and the salary paid teachers on the first step of the Bachelor's schedule. In cases of teachers with legal dependents (spouse and children only, said spouse not being gainfully employed during the year of leave), there is provided an additional (family) allowance per dependent, equivalent to the current income tax exemption for dependents.

Whenever teachers are awarded fellowships by universities or foundations, consideration is given to the size of grant given these teachers by the universities or foundations involved and the Superintendent will determine the appropriate amount to be paid them while on sabbatical leave, not to exceed, in combination with the foregoing, their regular salary. To qualify for sabbatical leave with pay, fellowship holders are obliged to satisfy all the requirements outlined with this exception: they are recommended by the administrative staff rather than by the committee of three (see Subsection 4. above) since their records and qualifications have been previously examined by the committee appointed for this purpose and by the university or foundation making the grant.

Teachers who are granted sabbatical leave must agree not to accept gainful employment while on leave. Exceptions may be made by the Superintendent if the teacher on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, the Superintendent will recommend, for Board consideration and approval, an appropriate financial adjustment.

B. Union Detached Service

Teachers (not more than three full-time) who are elected or appointed to a full-time or part-time position with the Union (local, state, or national) shall be placed on detached service upon request of the Union President and shall be assigned to the Teacher Center to work on curriculum, staff development, in-service course offerings and other duties as required by their position. Teachers on detached service shall enjoy all the rights, privileges and benefits of the collective bargaining agreement between the Hartford Board of Education and the Hartford Federation of Teachers. Upon return to service, he/she shall be placed on the assignment which he/she left if the position had not been eliminated. The Union shall reimburse the Board for 70% of salaries, excluding fringe benefits.

C. Personal Days

Employees shall be permitted absences, without loss of pay, up to a total of not more than five (5) days in any school year for any or all of the listed reasons noted below.

Such five (5) days shall be deducted from the employee's sick leave unless the employee does not have a sufficient number of sick days, in which case the personal days shall nonetheless be allowed. Any days used for personal purposes beyond the five (5) days will be days of personal leave without pay.

Request for personal leave must be made in writing at least four (4) school days in advance, except in emergencies which prevent such advance notice. An employee who has taken personal leave on an emergency basis must make the necessary arrangements by the end of the day of his/her return from leave to file the Confidential Leave Request Form. Failure to do so will mean loss of pay for that day. If, such leave occurs in June, the Confidential Leave Request must be filed prior to June 30.

Approval of personal leave requests must be granted by the Superintendent or his/her designee.

Reasons:

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household (not to exceed five (5) days in any school year);
2. Holy days (not to exceed three (3) days in any year);
3. Quarantine;
5. Absence for husband for birth of child to wife (not to exceed two (2) days in any year);
6. Personal business which cannot reasonably be conducted outside of school hours. Prior approval must be given by the Superintendent or designee. Such approval shall not be unreasonably withheld.

D. Leaves Without Pay Other Than Maternity

1. Leaves of absence without pay shall be granted upon application to tenure teachers for the following purposes. Such leave may be granted to non-tenure teachers at the discretion of the Superintendent.
 - a. Study related to the teacher's certification field.
 - b. Study to meet eligibility requirements for a certification other than that held by the teacher.
 - c. Acceptance of a teacher position in a foreign country for one year with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the Government of the United States.
 - d. In cases of extreme personal hardship.

2. "Urgent needs" of the school to which the teacher is assigned may be asserted as justifying a temporary denial of any application for leave without pay.
3. Except as noted above, leaves without pay shall be limited to one year.

E. Child-Bearing and Child-Rearing

1. Teachers who become pregnant shall be placed on short-term leave status for child-bearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph 2. Any teacher who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month.

Leaves shall begin when in the opinion of her doctor, the teacher is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of unusual medical difficulties of the teacher, leave is not expected to continue for more than six (6) weeks after delivery.

2. Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin either at the start of or at the mid-point of the school year, and shall end either one-half or one full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or one full year. Leave under this paragraph may be granted to non-tenure teachers in unusual circumstances at the discretion of the Superintendent.
3. Teachers who adopt a child will be granted four weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave.

F. Adult and Summer School Staffs

Summer school teachers shall be permitted two days of funeral leave for the same purposes and on the same terms as set forth in Section C.1. above, which may be extended to the extent personal days granted under said Section C. above have not been used during the previous school year, but in no event shall such leave be for more than a total of five days.

G. Violation of Leave of Absence Provisions

Willful violation of the stated purposes for which a leave of absence was requested and granted, or the willful making of a false report regarding such leave, shall subject the employee committing such violation or making such false report, to disciplinary action by the Superintendent and shall constitute a cause for discharge, suspension without pay, or demotion, subject to the Board rules governing such action.

H. Return from Leave

An employee returning from Union leave of absence shall be returned to the former school and position he/she held prior to the commencement of such leave. In the event that the position of an employee on Union detached service who is guaranteed to return to his/her former position has been eliminated, he/she shall have a choice of the available vacancies for which he/she is qualified.

I. Reassignment after Return from Leave

Any condition that might affect such reassignment of those returning from leaves such as the elimination of the position or transfer shall be made in accordance with the terms of this Agreement. Any teacher who is granted a Board-approved leave of absence, and whose leave of absence is less than half of a school year, shall be guaranteed return to his/her former school and position upon return from leave unless the position has been eliminated due to budget cuts. If a teacher's Board approved leave of absence is greater than one half of a school year, the teacher shall be reassigned to a new position for the remainder of the school year upon his/her return from leave. The returning teacher shall return to his/her former position at the commencement of the following school year unless the position has been eliminated due to budget cuts.

If a returning employee's position has been eliminated, then the employee returning from leave shall be offered a comparable position for which the teacher is qualified or shall be laid off or transferred in accordance with this Agreement.

J. Family & Medical Leave

Teachers may be eligible for up to twelve weeks of leave pursuant to the Federal Family and Medical Leave Act (FMLA). The Board may designate any leave under the collective bargaining agreement (paid or unpaid) that qualifies as leave under the FMLA as a leave granted under the FMLA.

ARTICLE XVIII - PERSONNEL FILE

A. Limitations on File

Official teacher files shall be maintained so that teachers have a right of access and review of their files. Use of material contained in teacher files in disciplinary proceedings shall be subject to review under the just cause standard applicable to such proceedings. No anonymous letters or materials shall be placed in a teacher's personnel file.

B. Right to Review File

The teacher shall, upon request to the Director of Human Resources or his/her designee, be given the opportunity outside the teacher workday to review the contents of his/her file.

C. Right to Reply

The teacher has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. Right to Copy Material

Each teacher shall receive, upon request, a copy of supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials other than those cited above (e.g., transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the teacher.

ARTICLE XIX - SAVINGS CLAUSE

- A. If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XX - DURATION

- A. This Agreement contains the full and complete agreement between the Board and the Union on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement, provided that the Federation does not waive its right to negotiate over mandatory subjects of bargaining not covered herein or over impact issues, should the Board make changes that significantly affect conditions of employment.
- B. This Agreement may be amended or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof. It is understood and agreed that the Board or its representatives will not, without prior notification and discussion with the Union, take any action affecting working conditions not encompassed within the terms and provisions of this Agreement which affects teachers.
- C. This Agreement shall be in full force and effect from July 1, 2002 to June 30, 2005. Representatives of the Board and the Union agree to commence negotiations for a successor agreement in accordance with law.
- D. By mutual agreement of the parties, in the event that the Board and the Union fail to secure a successor agreement by June 30, 2005, or should there be no binding arbitration award, the present contract shall continue in effect.

ARTICLE XXI - PRIOR PRACTICES

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. The practices in effect prior to July 1, 1997 shall not be binding on the parties unless they are expressly incorporated, in writing, herein.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of Nov., 2001

FOR THE STATE BOARD OF TRUSTEES
HARTFORD PUBLIC SCHOOLS

By

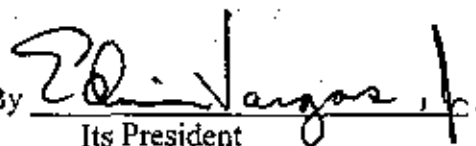
Its Chair



FOR THE HARTFORD FEDERATION
OF TEACHERS, LOCAL NO. 1018, AFT,
AFL-CIO

By

Its President



APPENDIX A - SALARY SCHEDULES

2002-2003 Salary Schedule

Step	BA	BA +15	BA+30/ MA	MA+15	MA+30	MA+45	MA+60	MA+75	Ph.D./ MA+90
1	33,965	0	36,779	38,724	40,672	41,969	43,308	44,566	45,863
2	35,480	0	38,509	40,455	42,401	43,700	45,077	46,296	47,594
3	36,994	0	40,239	42,186	44,133	45,430	46,769	48,026	49,326
4	38,509	0	41,969	43,917	45,863	47,161	48,459	49,757	51,056
5	40,024	0	43,700	45,649	47,595	48,892	50,191	51,487	52,788
6	41,537	0	45,430	47,378	49,326	50,622	51,921	53,218	54,518
7	43,484	0	48,026	49,974	51,922	53,218	54,517	55,814	57,113
8	45,430	0	50,622	52,570	54,518	55,814	57,112	58,411	59,709
9	47,378	0	53,218	55,167	57,113	58,411	59,709	61,007	62,304
10	49,326	0	55,814	57,762	59,709	61,006	62,304	63,604	64,901
11	52,393	0	59,285	61,354	63,420	64,801	66,179	67,557	68,935
12	55,637	58,566	62,957	65,154	67,349	68,813	70,279	71,742	73,206

2003-2004 Salary Schedule

Step	BA	BA +15	BA+30/ MA	MA+15	MA+30	MA+45	MA+60	MA+75	Ph.D./ MA+90
1	34,804	0	37,687	39,680	41,677	43,006	44,378	45,667	46,996
2	36,356	0	39,460	41,454	43,448	44,779	46,190	47,440	48,770
3	37,908	0	41,233	43,228	45,223	46,552	47,924	49,212	50,544
4	39,460	0	43,006	45,002	46,996	48,326	49,656	50,986	52,317
5	41,013	0	44,779	46,777	48,771	50,100	51,431	52,759	54,092
6	42,563	0	46,552	48,548	50,544	51,872	53,203	54,532	55,865
7	44,558	0	49,212	51,208	53,204	54,532	55,864	57,193	58,524
8	46,552	0	51,872	53,868	55,865	57,193	58,523	59,854	61,184
9	48,548	0	54,532	56,530	58,524	59,854	61,184	62,514	63,843
10	50,544	0	57,193	59,189	61,184	62,513	63,843	65,175	66,504
11	53,687	0	60,749	62,869	64,986	66,402	67,814	69,226	70,638
12	57,250	60,264	64,783	67,043	69,302	70,809	72,317	73,823	75,329

2004-2005 Salary Schedule

Step	BA	BA +15	BA+30/ MA	MA+15	MA+30	MA+45	MA+60	MA+75	Ph.D./ MA+90
1	35,650	0	38,603	40,644	42,690	44,051	45,456	46,777	48,138
2	37,239	0	40,419	42,461	44,504	45,867	47,312	48,593	49,955
3	38,829	0	42,235	44,278	46,322	47,683	49,089	50,408	51,772
4	40,419	0	44,051	46,096	48,138	49,500	50,863	52,225	53,588
5	42,010	0	45,867	47,914	49,956	51,317	52,681	54,041	55,406
6	43,597	0	47,683	49,728	51,772	53,132	54,496	55,857	57,223
7	45,641	0	50,408	52,452	54,497	55,857	57,221	58,583	59,946
8	47,683	0	53,132	55,177	57,223	58,583	59,945	61,308	62,671
9	49,728	0	55,857	57,904	59,946	61,308	62,671	64,033	65,394
10	51,772	0	58,583	60,627	62,671	64,032	65,394	66,759	68,120
11	54,992	0	62,225	64,397	66,565	68,016	69,462	70,908	72,355
12	58,910	62,012	66,662	68,987	71,312	72,862	74,414	75,964	77,514

**APPENDIX B - EXTRA PAY FOR EXTRA DUTY
2002-2003**

Effective July 1, 2002, the 2001-02 stipends for each of the positions listed in Sections I through IV of Appendix B, as set forth below, shall be increased by 2.6%. Stipends for the 2003-04 school year shall be increased 2.51% above the 2002-03 stipends. Stipends for the 2004-05 school year shall be increased 2.47% above the 2003-04 stipends.

I. Coaching and Physical Education

Assignment	Step 1	Step 2	Step 3
Football:			
Varsity	5,414	6,428	7,442
Asst. Varsity	3,721	4,398	5,075
Junior Varsity	3,044	3,383	3,721
Freshman	3,044	3,383	3,721
Asst. Freshman	2,706	3,044	3,383
Soccer:			
Varsity	3,721	4,398	5,075
Asst. Varsity	2,706	3,044	3,383
Developmental	2,368	2,706	3,045
Cross Country:			
Varsity	2,368	2,706	3,045
Asst. Varsity	2,030	2,369	2,706
Developmental	2,030	2,369	2,706
Basketball:			
Varsity	5,414	6,428	7,442
Junior Varsity	3,721	4,229	4,737
Freshman	2,706	2,875	3,044
Swimming			
Varsity	3,721	4,398	5,075
Asst. Varsity	2,706	3,044	3,383
Developmental	2,706	3,044	3,383

Assignment	Step 1	Step 2	Step 3
Wrestling			
Varsity	3,721	4,398	5,075
Asst. Varsity	2,706	3,044	3,383
Developmental	2,706	3,044	3,383
Gymnastics:			
Developmental	3,721	4,398	5,075
	2,706	3,044	3,383
Volleyball:			
Junior Varsity	3,721	4,398	5,075
	2,706	3,044	3,383
Baseball:			
Varsity	3,721	4,398	5,075
Junior Varsity	2,706	3,044	3,383
Freshman	2,368	2,706	3,045
Indoor Track:			
Varsity	3,721	4,398	5,075
Developmental	2,706	3,044	3,383
Softball:			
Varsity	3,721	4,398	5,000
Junior Varsity	2,706	3,044	3,383
Freshman	2,368	2,706	3,045
Developmental	2,030	2,369	2,706
Track:			
Varsity	3,721	4,398	5,075
Asst. Varsity	2,706	3,044	3,383
Developmental	2,706	3,044	3,383
Asst. Developmental	2,368	2,706	3,045
Golf:			
Varsity	2,368	2,706	3,045
Developmental	1,692	2,029	2,369

Tennis:			
Varsity	2,368	2,706	3,045
Developmental	1,692	2,029	2,369
Cheerleading	3,044	3,383	3,721
Elem. Basketball	1,353	1,692	2,029
Chairperson, Elem. Basketball	1,015	1,184	1,353
Synchronized Swimming*:	3,721	4,398	5,075
Developmental	2,706	3,044	3,383
Dance*	3,721	4,398	5,075
Developmental	2,706	3,044	3,383
Pool Director	2,368	2,706	3,045
Facility Manager	8,796	9,472	10,149
A. Extra-Class:			
All teachers who coach less than 8 hours per week	3,721	4,060	4,397

*Activity and Level must have approval of Principal and Coordinator of Physical Education and Athletics.

EXTRA CURRICULAR PAY
2001-2002

II. Arts Activities

A. Literary

High School Seniors' Year Book Advisor		2,686.18
High School Seniors' Business Advisor		1,075.82
High School:		
Newspaper Editorial Advisor (per issue)	324.78	3,224.10
High School:		
Business Advisor (per issue)	135.32	1,343.10
High School:		
Printed Outside Editorial Advisor (per issue)	537.91	2,148.26
High School:		
Printed Inside Editorial Advisor (per issue)	405.97	1,613.73
High School Magazine:		
Printed Inside Copy Advisor (per issue)	216.52	859.31
High School Magazine:		
Printed Outside Copy Advisor (per issue)	216.52	859.31
B. <u>Drama</u>		
High School Coach for each 3-act play	1,343.10	2,686.18
Band Directors		
10 to 19 hours a semester		125.30
20 to 29 hours a semester		200.48
30 to 39 hours a semester		275.66
40 to 49 hours a semester		350.84
50 hours or more a semester		422.88

High School Band Directors	
10 to 19 hours a semester	202.99
20 to 29 hours a semester	324.78
30 to 39 hours a semester	446.57
40 to 49 hours a semester	568.35
50 hours or more a semester	686.77
Orchestra Director and Choral Director	
10 to 19 hours a semester	135.32
20 to 29 hours a semester	216.52
30 to 39 hours a semester	297.72
Accompanist for Inter-High Choir High School (a)	270.66
Club Activities Elementary & High	
Class I: 10 to 19 hours a semester	135.32
Class II: 20 to 29 hours a semester	216.52
Class III: 30 hours and over a semester	297.72
Junior City Council	
Advisor - Per year - High School-1 in each school	592.04
Safety Patrol	216.52
Junior Red Cross Advisor	135.32
Audio Visual Teacher Coordinator K-8	
20 to 29 hours a year	270.66
40 to 59 hours a year	429.65
60 to 79 hours a year	592.04
80 to 99 hours a year	754.44
110 to 119 hours a year	913.44
120 hours and over a year	1,075.82
Editorial Advisor for School Newspaper-	
Unitary Assignment \$25- \$25 per issue	135.32

Special Services by Special Subject Teachers

(Art, Music, Homemaking, Industrial Arts,
Physical Education)

10 to 19 hours a semester	135.32
20 to 29 hours a semester	216.52
30 hours and over a semester	297.72

III. Method of Pay for Intramurals

FALL (Second Monday after School Starts through November 30)

Step 1	Step 2	Step 3
1,117	1,217	1,320

WINTER (December 1 through February 28)

Step 1	Step 2	Step 3
1,117	1,217	1,320

SPRING (March 1 through June 15)

Step 1	Step 2	Step 3
1,488	1,624	1,758

IV. Pay Schedule for Voluntary Supervisors at Athletic Events

Supervision and other ancillary activities at athletic contests is the unit work of the Hartford Federation of Teachers Union. The opportunities for such voluntary employment will be made known at each school at which the contest is scheduled. Preference will be given to the unit members for the assignment of said work.

It is understood and agreed that the Hartford Board of Education is free to obtain other persons if sufficient qualified unit members are not available.

Varsity Football

Supervisor, Ticket Taker, Bench Supervisor, Linesman Assistant	\$29.69
Non-School Days	\$25.45
School Days	\$34.99

Varsity Football	
Ticket Seller, Movie Photographer, PA	
Announcer, Scoreboard Operator	\$32.86
Non-School Days	\$28.63
Thanksgiving	\$38.17

Varsity Football	
Bench Supervisor and Movie Photographer.	
Outside City	
Non-School Days	\$33.93
School Days	\$33.93

JV and Freshman Football	
Supervisor	\$21.21

Varsity Basketball	
Supervisor, Ticket Takers	
2 Games Night	\$29.69
1 Game Night	\$25.45
2 Games School Day	\$25.45
1 Game School Day	\$23.33

Varsity Basketball	
PA Announcer, Scoreboard Operator, Timer, Scorer, Ticket Seller, Movie Photographer	
2 Games Night	\$32.86
1 Game Night	\$28.63
2 Games Day	\$28.63
1 Game Day	\$26.51
<u>Varsity Basketball Games (Away)</u>	
Scorer, Supervisor	
2 Games Night	\$33.93
1 Game Night	\$29.69
2 Games Day	\$29.69
1 Game Day	\$27.57
Badminton, Volleyball,	
<u>Freshman Basketball</u> (1 game)	\$14.84
<u>Girls Basketball</u> (1 game)	\$18.02
Supervisor	
<u>JV Soccer, Swimming, Volleyball, Indoor Track, Wrestling, Softball</u>	
Supervisor	\$18.02
<u>Girls Basketball</u> (2 games)	
Supervisor, Ticket Taker	\$21.21
Scorer, Timer, Ticket Seller	\$23.33
<u>Gymnastics, Basketball – Varsity and JV, Varsity Soccer</u>	
Scorer, Timer, Supervisor, Bench Supervisor	
In City	\$21.21
Outside City	\$23.33

APPENDIX C - SPECIAL EDUCATION CLASS SIZE LIMITATIONS

Final class sizes for special education students shall be determined in accordance with the requirements of state and federal law. A special education class may vary somewhat in degrees of handicapping conditions. The number and nature of the children in a special class will be assigned to attempt to ensure adequate and effective instruction of all the children in the class.

The following list reflects the classes, programs and categories presently operated by the Hartford Public Schools and the guidelines for class size limitations for the life of this Agreement.

CATEGORY	GRADE	NUMBER OF STUDENTS
Autism	K-12	8 +2 with paraprofessional
Cross-categorical full-time	PK; half-day a.m. or p.m. sessions	7
Cross-categorical full-time	K	10
Cross-categorical full-time	1-3	11
Cross-categorical full-time	4-8	11
HTLA	K-5	8 with two paraprofessionals
HTLA	6-12	8 with two paraprofessionals
Inclusion	All levels	11
Intellectually Disabled	K-3	8
Intellectually Disabled	4-8	10 +1
Intellectually Disabled	9-12	10 + 2
Multiply Handicapped	K-12	6
REACH	All levels	8 + 2
CATEGORY	GRADE	NUMBER OF STUDENTS
TOPS	Middle School	10
Cross-Categorical Resource	PK	20 +3

Cross-Categorical Resource	K-12	25
Language, Speech and Hearing	PK	35 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule at the elementary school; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	K-3	40 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	4-12	40 Students or a minimum 25 periods per week of service based on 7 period day schedule, whichever is greater

Notes:

1. A mandated student is a student who has a valid IEP.
2. A mandated student is counted as being assigned to a given teacher if the teacher is providing special education or related services to the student.
3. Special education class size will be subject to annual leveling no later than October 14th of each school year.
4. "Additional students" may be assigned to a particular class, program or category after consultation with the receiving teacher, and after taking into the account the factors listed in Section 10-76d(5) of the Regulations of Connecticut State Agencies.
5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall bargain the impact of such change in this section, including the minimum number of periods per day and per week.

APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS

The extra pay rate applies to the following positions: Adult School, Home Instruction, Extra Pay/Extra Duty, Emergency Classroom Coverage, Unassigned Period.

Summer School Rate: \$30 hour for the 2002-03 school year

Extra Pay Rate: \$27 hour for the 2002-03 school year

Thereafter, these rates shall be increased by the general wage increase agreed to by the parties.

For the 2002-2003 school year the general wage increase is 2.6%

For the 2003-2004 school year the general wage increase is 2.51%

For the 2004-2005 school year the general wage increase is 2.47%

APPENDIX E - MISCELLANEOUS

1. Differentials.

Teachers working an eleven-month year will be paid a 16% differential for 8:00 a.m. to 4:00 p.m., 15% for 8:00 a.m. to 2:30 p.m., during the extended work period. Teachers working an extended day (8:00 a.m. to 4:00 p.m.) will be paid an 8% differential. Teachers working both an extended year and an extended day will receive a 24% differential (8:00 a.m. to 4:00 p.m. during extended year). Under a seven-period day high school teachers asked to teach an additional period will receive one-seventh of their per diem rate. Under a six-period day, the rate would be one-sixth of their per diem rate. Teachers who work the eleven-month extended work year shall work an additional twenty-five (25) work days.

2. Mileage.

The mileage reimbursement rate for teachers shall be the same as that provided non-bargaining unit employees.

3. The Hartford Federation of Teachers will be notified in the event a termination letter is sent to a teacher.

4. Teachers wishing to receive a stamped copy of any document brought to the Department of Human Resources for their personnel file should provide a duplicate copy which the Department of Human Resources will stamp and return to them.

5. New teachers will not be placed on a step higher than present Hartford teachers. (Subject to the provisions of Article V.)

6. Hartford Adult School teachers are recognized by the parties as being included in the teachers' bargaining unit as defined in Article I of the Agreement between the Hartford Board of Education and the Hartford Federation of Teachers and, as such, are entitled to all the rights, privileges, and benefits of said Agreement.

It is understood that Adult School teachers who are scheduled to teach 12.5 hours or more per week will be considered rostered and shall be paid according to the teachers' salary schedule.

Adult School teachers who are scheduled to teach less than 12.5 hours per week will be considered to be in non-rostered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. Where possible, these positions shall be combined to meet the standard of hours per week to make them rostered. All positions in special Adult School programs that are scheduled for ten (10) weeks or less shall be considered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. It is understood that Adult School teachers employed less than 12.5 hours

will not be entitled to any greater rights and privileges and benefits than previously enjoyed.

Adult School positions with a scheduled starting time of 3:00 p.m. shall be considered annual positions and shall be posted annually in June or individually during the school year according to Article VIII, Section C.1. of the Agreement.

Adult School positions with a scheduled starting time prior to 3:00 p.m. shall be considered rostered if they meet the standard and shall be posted according to Article VIII, Section A.1. of the Agreement when they are created or become vacant.

It is further understood that Adult School teachers will be given the appropriate differentials for extended school day and/or year when assigned.

7. A Faculty Senate consisting of 50 teachers selected by the President of the Union will meet with the Superintendent and Cabinet once in the Fall and again in the Spring of the 2002-03 school year to provide feedback on curricular and related issues. The President shall select the members of the Senate on the basis of their professional accomplishments, such as teachers of the year, master teachers, BEST mentors and other mentor teachers, teachers who possess National Teacher Certification, and other similar qualifications. There shall be no discussion of labor-management issues at these meetings. The Superintendent shall receive an agenda furnished by the members of the Faculty Senate at least 10 days prior to the date of the meetings. These meetings shall be held outside the workday for teachers for a minimum of three hours. The provisions of this paragraph shall be subject to a reopener on July 1, 2003.

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE STATE BOARD OF TRUSTEES
FOR THE HARTFORD PUBLIC
SCHOOLS

AND

THE HARTFORD FEDERATION OF TEACHERS
LOCAL NO. 1018, AFT, AFL-CIO

Early Retirement Incentive Program

The parties agree that the Superintendent or his or her designee shall, upon request of the Association, allow the Association to present a request for a retirement incentive plan, and consider such presentation in the spring of 2002. The parties agree that this presentation shall not be deemed to be negotiations and/or impact bargaining, shall not be subject to mediation, and shall not be subject to interest arbitration. If the Superintendent or his or her designee determines that the request is not in the Board's interest, the discussions will end.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of Nov, 2001.

FOR THE STATE BOARD OF TRUSTEES
HARTFORD PUBLIC SCHOOLS

By

Its Chair

FOR THE HARTFORD FEDERATION
OF TEACHERS, LOCAL NO. 1018, AFT,
AFL-CIO

By

Its President

